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6 Wells Fargo Bank, National Association, as trustee for the
holders of the First Franklin Mortgage Loan Trust 2006-FF17
7 Mortgage Pass-Through Certificates, Series 2006-FF17
8

9 **UNITED STATES BANKRUPTCY COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA**

11 In Re:) CASE: 09-47016TM
12)
13 REYNALDO G. WENCESLAO and SHEILA M.) CHAPTER 7
WENCESLAO)
14 Debtors.) REF.: ASW-616
15) MOTION FOR RELIEF FROM
16) THE AUTOMATIC STAY
17) AND DECLARATION OF
18) JO-ANN GOLDMAN IN
19) SUPPORT THEREON
20)
21) DATE: 10/30/09
22) TIME: 11:00 am
23) CTRM: 201
24) U.S. Bankruptcy Court
25) 1300 Clay Street
26) Oakland, California
27)

22 The Motion of Wells Fargo Bank, National Association,
23 as trustee for the holders of the First Franklin Mortgage
24 Loan Trust 2006-FF17 Mortgage Pass-Through Certificates,
25 Series 2006-FF17 respectfully shows as follows:

1 1. This Court has jurisdiction over this proceeding
2 pursuant to 28 U.S.C. Sections 157 and 1334.

3 2. On July 31, 2009, a petition under Chapter 7 of the
4 Bankruptcy Code was filed by the Debtors.

5 3. PAUL MANSDORF is the Chapter 7 Trustee for this
6 case.

7 4. Movant is, and at all times herein mentioned was a
8 corporation organized and existing under the laws of the
9 United States.

10 5. Movant is the beneficiary under a Deed of Trust
11 which secures a Promissory Note ("Note") in the principal
12 sum of \$360,000.00, with the Note all due and payable on
13 October 1, 2036. The Note and Deed encumber real property
14 commonly known as:

15 27589 Stromberg Ct, Hayward, CA 94545 ("Property")
16
17 and legally described as set forth in the Deed of Trust,
18 which is attached to the Declaration of JO-ANN GOLDMAN.

19 6. The beneficial interest under the Deed of Trust is
20 currently held by Movant. See Declaration of JO-ANN
21 GOLDMAN.

22 7. There was a default under the terms of the Note and
23 Deed of Trust and on June 17, 2009, Movant caused to be
24 recorded a Notice of Default and Election to Sell.

25 8. The Property is Debtors' principal residence.
26
27

1 9. As of September 23, 2009, the Debtors have failed
2 to tender 15 of the contractual payments which have fallen
3 due under the Note and Deed of Trust.

4 10. The total amount due under Movant's Note and Deed
5 of Trust as of September 23, 2009, exclusive of attorneys
6 fees and costs, was approximately \$404,780.88. See
7 Statement of Indebtedness attached hereto as Exhibit "1".

8 11. The Property is also encumbered by additional
9 liens and arrearages which, when added to Movant's lien and
10 arrearages, total approximately \$494,071.88.

11 12. Movant requests the Court take Judicial Notice
12 that the Debtors' Schedule "A" provides the fair market
13 value of the Property is approximately \$280,000.00. A true
14 and correct copy of Schedule "A" is attached hereto as
15 Exhibit "2" and incorporated by reference.

16 13. Movant requests the Court take Judicial Notice
17 that the Debtors' Schedule "D" reflects the Property is
18 encumbered by one additional lien. A true and correct copy
19 of the Debtors' Schedule "D" is attached hereto as Exhibit
20 "3" and incorporated by reference.

21 14. Movant requests the Court take Judicial Notice
22 that the Debtors' Statement of Intentions provides the
23 Property is to be surrendered. A true and correct copy of
24 the Statement of Intentions is attached hereto as Exhibit
25 "4" and incorporated by reference.

26 15. Due to the liens, encumbrances and arrearages
27 existing against the Property, and due to current market

1 trends and costs of sale, the Debtors do not have any equity
2 in the Property.

3 16. The Debtors have no reasonable prospect for
4 reorganization and the Property is not necessary for an
5 effective reorganization.

6 17. Movant does not have, and has not been offered,
7 adequate protection for its interest in the Property and the
8 passage of time will result in irreparable injury to
9 Movant's interest in the Property including, but not limited
10 to, loss of interest and opportunity.

11 18. For all the reasons set forth herein, there is
12 cause for relief from stay including, but not limited to,
13 lack of adequate protection and the Debtors' failure to make
14 the required Deed of Trust payments.

15 WHEREFORE, Movant prays for the judgment against
16 Respondents as follows:

17 (1) That the automatic stay be terminated so that
18 Movant may exercise or cause to be exercised any and all
19 rights under its Note and/or Deed of Trust and any and all
20 rights after the foreclosure sale, including, but not
21 limited to, the right to consummate foreclosure proceedings
22 on the property and the right to proceed in unlawful
23 detainer;

24 (2) For reasonable attorneys' fees as a secured claim
25 under 11 U.S.C. Section 506(b);

26 (3) For the waiver of the 10 day stay pursuant to
27 Bankruptcy Rule 4001(a)(3).

1 (4) For reasonable attorneys' fees and costs;
2 (5) For costs incurred or expended in suit herein; and
3 (6) For such other and further relief as the Court
4 deems just and proper.

5

6 Dated: 10/07/09 /s/ Alan Steven Wolf
7 ALAN STEVEN WOLF
8 Attorneys for Movant
9 Wells Fargo Bank, National
10 Association, as trustee for the
11 holders of the First Franklin
12 Mortgage Loan Trust 2006-FF17
13 Mortgage Pass-Through Certificates,
14 Series 2006-FF17

EXHIBIT 1

1
2 MOVANT'S STATEMENT OF INDEBTEDNESS
3

4
5 Debtors: WENCESLAO
6 CASE NO.: 09-47016TM
7 PROPERTY ADDRESS: 27589 Stromberg Ct
8 Hayward, CA 94545

9 A. APPROX. PRINCIPAL DUE AS OF September 23, 2009:

10 1st trust deed Select Portfolio = \$ 360,000.00
11 2nd trust deed National City Bank = \$ 89,291.00
12 TOTAL = \$ 449,291.00

13 B. APPROX. DELINQUENCY ON ABOVE INDEBTEDNESS AS OF
14 9/23/09:

15 Movant's first trust deed payments and late charges:

16 4 payment(s) at \$ 2,250.00 = \$ 9,000.00
17 6 payment(s) at \$ 2,550.00 = \$ 15,300.00
18 5 payment(s) at \$ 2,250.00 = \$ 11,250.00

19 Accrued Late Charges \$ 337.50
20 Escrow Taxes/Insurance \$ 7,633.97
21 Recoverable Balance \$ 1,259.41
22 TOTAL \$ 44,780.88

23 C. VALUE OF PROPERTY: \$ 280,000.00

24 D. LESS TOTAL OF PRINCIPAL AND DELINQUENCY: \$ 494,071.88

25 E. GROSS EQUITY (D-C)*: \$ -214,071.88

26 * Note: The gross equity, if any, will be further diminished
27 by current market conditions and costs of sale.

EXHIBIT 2

EXHIBIT 3

In re **Reynaldo G Wenceslao,
Sheila M Wenceslao**

Case No.

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODE H W J T C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. xxxxxxxxx6672			Opened 9/01/06 Last Active 6/05/08					
National City Bank Attention: Bankruptcy Department 6750 Miller Road Brecksville, OH 44141	C		Deed of Trust Location: 27589 Strombrtg Ct., Hayward CA					
			Value \$ 280,000.00				89,291.00	89,291.00
Account No. xxxxxxxxx3782			Opened 9/01/06 Last Active 6/01/08					
Select Portfolio Svcin Po Box 65250 Salt Lake City, UT 84165	C		Deed of Trust Location: 27589 Strombrtg Ct., Hayward CA					
			Value \$ 280,000.00				360,000.00	80,000.00
Account No.								
			Value \$					
Account No.								
			Value \$					
0 continuation sheets attached				Subtotal (Total of this page)			449,291.00	169,291.00
				Total			449,291.00	169,291.00
				(Report on Summary of Schedules)				

EXHIBIT 4

United States Bankruptcy Court
Northern District of California

In re **Reynaldo G Wenceslao**
Sheila M Wenceslao

Debtor(s)

Case No.
Chapter

7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1		
Creditor's Name: National City Bank	Describe Property Securing Debt: Location: 27589 Strombrtg Ct., Hayward CA	
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained		
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).		
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt		

Property No. 2		
Creditor's Name: Select Portfolio Svcin	Describe Property Securing Debt: Location: 27589 Strombrtg Ct., Hayward CA	
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained		
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).		
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt		

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Lessor's Name: -NONE-		

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date July 10, 2009

Signature /s/ Reynaldo G Wenceslao
Reynaldo G Wenceslao
Debtor

Date July 10, 2009

Signature /s/ Sheila M Wenceslao
Sheila M Wenceslao
Joint Debtor